



SPS # [REDACTED]
FHA # [REDACTED]

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 29th day of May, 2014 between EDDIE L TORRENCE and Select Portfolio Servicing ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 25, 2009 in the Chesterfield County Records, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 12001 Old Buckingham Road, Midlothian, VA 23113.

ALL that certain lot, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Chesterfield, Virginia, and shown and designated as Lot 6, Block A, Section C-2, on Subdivision Plat of Olde Coach Village, recorded in the Clerk's Office, Circuit Court of Chesterfield County, Virginia, in Plat Book 22, pages 22 and 23, to which plat reference is hereby made for a more particular description of the property.

BEING the same real estate conveyed to Larry C. Powers and Robert L. Johnson, as tenants in common, by Deed from Clyde M. Fowler, divorced and not remarried and Ruby M. Fowler, divorced and not remarried, dated May 30, 2007, recorded September 14, 2007 in Deed Book 7997, Page 220, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of May 29, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$193,284.06. Consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.50% beginning on the 1st day of July, 2014 until the new maturity date of June 1, 2044.
3. Borrower promises to make the monthly payments of principal and interest of U.S. \$979.34 plus escrow beginning on the 1st day of July, 2014 until the new maturity date of June 1, 2044.
4. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled if on June 1, 2044 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement. Borrower will pay these amounts in full on the Maturity Date which is June 1, 2044.
5. The borrower agrees to the continuation of the escrow account for the purpose of paying property taxes and insurance in addition to principal and interest payments. The monthly property tax payment will be \$132.21 and the monthly mortgage insurance payment will be \$76.24 and the monthly hazard insurance payment will be \$118.25 for the total escrow payment of \$326.70 starting July 1, 2014 until the principal and interest are paid in full. These full amounts are subject to change from time to time as required.

Borrower will make such payments at Select Portfolio Servicing P.O. Box 65250 Salt Lake City, UT 84165-0250 or at such other place as Lender may require.

6. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower



If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

8. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

-Lender

-Date


EDDIE L TORRENCE -Borrower

-Borrower

06-14-2014

-Date

DIGITAL
JUN 18 2014



The Borrowers and the Lender have signed this Agreement as of the Effective Date.

WITNESSES:

BORROWER(S)

DATE: _____, 2014

DATE: _____, 2014

ACKNOWLEDGMENTS

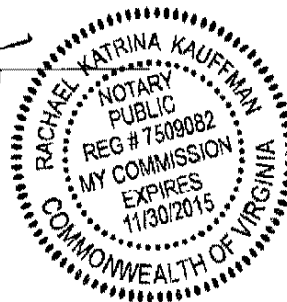
STATE OF VIRGINIA

COUNTY OF Stafford

On the 14 day of June, 2014, personally appeared before me Edie L. Torrence, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the attached instrument, and acknowledged that he/she/they executed it.

IN WITNESS WHEREOF, I set my hand and official seal.


Notary Public



SPS SELECT
Portfolio
SERVICING, inc.

WITNESSES: BY: SELECT PORTFOLIO SERVICING, INC.,
F/K/A FAIRBANKS CAPITAL CORP
ITS: ATTORNEY IN FACT FOR:

Heather Perkins Ganas

Heather Perkins Ganas
Document Control Officer
DATE: , 2014

By: *Greg Paiz*
Name: Greg Paiz
Title: Document Control Officer
Date: JUL 03 2014, 2014

JUL 03 2014

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

•Document Control Officer

On July 3, 2014, before me, Gina Mecham, Notary Public, personally appeared Greg Paiz of Select Portfolio Servicing, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I set my hand and official seal.

Gina Mecham
Notary Public

